SUBSCRIPTIONS — SUBSCRIPTIONS FOR CHARITABLE OBJECTS — ENFORCEABILITY OF PLEDGE TO COMMUNITY WAR CHEST. — Plaintiff, a local organization for the efficient collection and distribution of war charities, sues to enforce defendant's pledge to it. *Held*, that the verdict be directed for plaintiff. *Mechanicville War Chest* v. *Ryan*, 181 N. Y. Supp. 576.

Charitable subscriptions are enforced at law by the great weight of authority but on various analytically unsound grounds. See 1 WILLISTON, CONTRACTS, §§ 116, 377; 15 HARV. L. REV. 312. The most common device is to hold the subscription an offer, accepted by incurring liability in reliance thereon. *Young Men's Christian Ass'n* v. *Estill*, 140 Ga. 291, 78 S. E. 1075. Other cases find consideration for the subscriber's promise in promises of other subscribers, in an implied promise to apply funds properly, in efforts to obtain additional subscriptions, or in inducing of other subscriptions thereby. *Petty* v. *Trustees of Church*, 95 Ind. 278; *Troy Academy* v. *Nelson*, 24 Vt. 189; *Keuka College* v. *Ray*, 167 N. Y. 96, 60 N. E. 325; *Irwin* v. *Lombard University*, 56 Ohio St. 9, 46 N. E. 63. Some, agreeing with the English view, deny recovery altogether. *In re Hudson*, 54 L. J. Ch. 811; *Montpelier Seminary* v. *Smith's Estate*, 69 Vt. 382, 38 Atl. 66. A charitable subscription is clearly a promise to make a gift, without legal consideration. Nevertheless it seems unfair to allow the subscriber to avoid his solemn promise, in reasonable reliance on which liabilities have been incurred. And courts confronted with this dilemma will continue to hold the subscription legally enforceable. Promissory estoppel generally operates only to support a waiver. *Schroeder* v. *Young*, 161 U. S. 334. See 1 WILLISTON, CONTRACTS, § 139. But two cases have made it the basis of liability to an individual. *Ricketts* v. *Scothorn*, 57 Neb. 51, 77 N. W. 365; *Switzer* v. *Gertenbach*, 122 Ill. App. 26. And some have held it the foundation of liability for charitable subscriptions. *Beatty* v. *Western College*, 177 Ill. 280, 52 N. E. 432. Its uniform recognition in this field would harmonize the decisions and substitute truth for fiction in the opinions.

TAXATION — INCOME TAX LAW OF 1913 — DEDUCTION FOR LOSSES "INCURRED IN TRADE." — Plaintiff, a member of a firm of cotton bag manufacturers, conducted a series of transactions on his own account on the cotton exchange, extending over more than three years, and resulting in a large financial loss. On his income tax returns for 1913 and 1914 he deducted these losses, under the provision permitting deduction for "losses actually sustained during the year, incurred in trade. . . ." (38 STAT. AT L. 167.) Defendant, as internal revenue collector, assessed an additional tax upon these deductions, relying upon a Treasury Department ruling to the effect that the term "in trade" was to be held to apply only to the trade or trades in which the person was engaged, investing money and devoting at least a part of his time and attention, and not to isolated transactions. (TREASURY DECISION 2090, Oct. 14, 1914.) Plaintiff paid the tax under protest, and brought this action to recover the money paid. *Held*, that the plaintiff could not recover. *Mente* v. *Eisner*, 266 Fed. 161 (C. C. A.).

It seems on its face inconsistent to hold profits from speculation in stocks or commodities taxable as part of a man's gross income, and to allow no deduction for losses. But such profits are clearly taxable under the statute. See 38 STAT. AT L. 167. The deductions to be made therefrom are, under the Sixteenth Amendment, entirely within the discretion of Congress. The courts can therefore do no more than construe the words, "incurred in trade." In the present case, "trade" was taken to mean the business by which a man earns his livelihood, which is a definition sometimes employed. See *Woodfield* v. *Colzey*, 47 Ga. 121, 124; *People* v. *Warden of City Prison*, 144 N. Y. 529, 538, 39 N. E. 686, 689. But this is using the word in the sense of *a* trade, as synonymous with calling or occupation. See *Topeka* v. *Jones*, 74 Kan. 164, 166, 86